

(2493.) WELLINGTON BOILERMAKERS.—AWARD *RE* COUNTRY DISTRICTS.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the United Employees' Society of Boilermakers and Iron-ship Builders of New Zealand (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

- Allen Bros., engineers, Wanganui.
- Burges, Adam, engineers, Palmerston North.
- Butters, Hail, and Co., engineers, Port Ahuriri.
- Martin, A. F., engineers, Palmerston North.
- Miller, Ridey, and Mars, Taihape Foundry Company, Taihape.
- Murray, D., and Co., engineers, Wanganui.
- Niven, J. J., and Co., engineers, Port Ahuriri.
- Scott, Niven, and Co., engineers, Palmerston North.
- Stuart Bros., engineers, Wanganui.
- Williams, Henry, and Sons, Vulcan Foundry, Napier.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 22nd

day of April, 1912, and shall continue in force until the 19th day of December, 1913.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 3rd day of April, 1912.

W. A. SIM, Judge.

SCHEDULE.

Hours of Labour.

1. The hours of labour shall not exceed forty-eight in any one week, or eight hours and a half on any working-day except Saturday, and on Saturday the hours shall not exceed four and a half.

Boilermakers.

2. Boilermakers shall be of two classes:—

Class 1: "First-class boilermakers" shall mean those who are engaged to do flanging and angle-iron work, and also those engaged on steamtight work who are competent to set out a boiler. This class shall receive not less than 1s. 4½d. per hour.

Class 2: "Ordinary boilermakers" shall mean those who are not competent to set out a boiler, but who are engaged to do steamtight work, including riveting by hand or machine, caulking or punching, plating, furnace-work or repairing such work, also bridge-work, girder-work, and iron-roof work, and who are not required to do flanging or angle-iron smithing. This class shall receive not less than 1s. 3d. per hour.

Pipemaking and Similar Work.

3. This class shall mean those who are engaged in making iron or steel piping and similar work, of a thickness of plate not exceeding $\frac{3}{16}$ in., and shall not receive less than 1s. per hour.

Overtime.

4. All time worked beyond the time mentioned in "Hours of Labour" to be paid at the rate of time and a quarter for the first two hours, and thereafter time and a half, on every day except King's Birthday, Good Friday, Christmas Day, New Year's Day, Easter Monday, Labour Day, and Sundays, which are regarded as holidays, work on which days shall be paid for at the rate of double time. No overtime shall be charged for any necessary repairs to employer's plant and machinery in workshop occasioned by breakdown.

Country Work.

5. Fare to be paid both ways, also living-expenses while on job, but limited to one month. Time to count from time of leaving shop till return, but no more than eight hours shall be paid for travelling on any one day.

Dirt-money.

6. All boilermakers employed on dirty repairing-work outside the establishment to receive 1s. per day extra as dirt-money.

Apprentices

7. All lads and youths shall be bound for a term of five years by a proper written agreement of apprenticeship, but a lad or youth who has already served part of his term to the trade elsewhere may be bound for the balance of his term. Names of apprentices shall be furnished to Inspector of Awards by the employer.

Existing arrangements between employers and apprentices shall not be prejudiced, but any employer then employing any apprentice otherwise than under agreement must forthwith procure such apprentice to be bound.

Wages of Apprentices.

8. The wages of apprentices engaged after the date of this award shall be—For the first year, 8s. per week; for the second year, 11s. per week; for the third year, 15s. per week; for the fourth year, £1 per week; for the fifth year, £1 5s. per week.

Preference to Employment.

9. (a.) In the engagement of his boilermakers the employer shall have the right to engage any boilermaker he chooses, provided that within one week from the date of his engagement the boilermaker shall become and remain a member of the Boilermakers' Union.

(b.) It shall be a sufficient compliance with this clause on the part of the employer if he notifies the secretary of the union that he has instructed any worker engaged by him to become a member of the union.

Under-rate Workmen.

10. Any workman who is unable to earn the minimum wage shall be paid such less sum as shall from time to time be agreed upon in writing between such journeyman and the president or secretary of the union, and, in default of such agreement, as shall from time to time be fixed in writing by the Inspector of Awards, upon the application of the workman upon twenty-four hours' notice to the secretary of the union, who shall have an opportunity of being heard by the Inspector of Awards.

Detail Disputes.

11. Any dispute arising out of matters dealt with herein shall be referred to a conference between the secretary of the union and the employer or his agent, and in case of difference shall be settled by the Inspector of Awards; but nothing herein contained shall be deemed to prevent any party from bringing before the Court any application for breach of or enforcement of this award.

Scope of Award.

12. This award shall apply only to employers carrying on business in this industry in this industrial district outside a radius of twenty miles from the Chief Post-office in the City of Wellington.

Term of Award.

13. This award shall come into force on the 22nd day of April, 1912, and shall continue in force until the 19th day of December, 1913.

In witness whereof the seal of the Court of Arbitration hath hereunto been put and affixed, and the Judge of the said Court hath hereto set his hand, this 3rd day of April, 1912.

W. A. SIM, Judge.

MEMORANDUM.

This award embodies, without alteration, the recommendation of the Conciliation Council, which the parties agreed to accept.

W. A. SIM, Judge.
